



ESRI, 380 New York St., Redlands, CA 92373-8100 USA • TEL 909-793-2853 • FAX 909-793-5953

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**COMMONWEALTH OF KENTUCKY  
STATEWIDE INSTITUTE OF HIGHER EDUCATION SITE LICENSE AGREEMENT**

**ESRI CONTRACT NO. 2001MSL1905**

**DRAFT #2  
6/28/01**

This contract is comprised of the following documents, in the following order:

1. Institute of Higher Education Master Site License Agreement, including Appendixes A, B, and C
2. ESRI License Terms and Conditions, Version E200 9/00B
3. Exhibit 1, Version E300 1/01



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## INSTITUTE OF HIGHER EDUCATION MASTER SITE LICENSE AGREEMENT

This Master License Agreement (Agreement) is between the Licensee printed below (Licensee) and Environmental Systems Research Institute, Inc. (ESRI). The Agreement includes (i) this Master Site License Agreement, (ii) the ESRI License Terms and Conditions version listed below, and (iii) the Exhibit 1 version listed below. The parties acknowledge that they have read and understood this Agreement and agree to be bound by the terms and conditions.

Licensee may only use the type and number of copies of the Software, Data, and Documentation for which the appropriate license fees have been paid to ESRI and in accordance with Exhibit 1 and the licensed configuration on file with ESRI Customer Service.

I. The following terms and conditions of the attached E200 are modified in pertinent part as described below:

**ARTICLE 1—DEFINITIONS** is superseded in its entirety to read:

**Definitions**—As used herein, the following words, phrases, or terms in this Agreement shall have the following meanings:

- (a) "Annual Fee" shall mean the yearly nonrefundable fee paid by Licensee to ESRI for ongoing use of the Software, Data, Documentation, and technical support.
- (b) "Commercial Use" is defined as use of the Software, Documentation, or Data for any use relating to "for profit" producing purposes.
- (c) "Data" means any digital data set(s) of ESRI or third party data vendor(s), including, but not limited to, geographic, vector data coordinates, raster, or associated tabular attributes, in ESRI® geographic information system (GIS) Software compatible format(s) supplied under this Agreement.
- (d) "Documentation" means all of the printed and digital materials, including, but not limited to, user documentation, training documentation, or technical information and briefings, supplied under this Agreement.
- (e) "GIS Specialist" is defined as a technically oriented Licensee faculty/staff member or their designee familiar with GIS technology.
- (f) "Initial Fee" shall mean the nonrefundable fee paid by Licensee to ESRI in consideration of the rights granted herein. This fee includes technical support for both existing supported Software currently in possession of Licensee and all additional Software, Data, and Documentation delivered under this Agreement.
- (g) "License Manager" means the nondestructive license management software program, composed of a confidential software keycode or hardware key, which controls the distribution of the licensed number of Software copies to requesting end user(s) of Licensee.
- (h) "Programs" is defined as any and all copies of the Software, Data, or Documentation licensed hereunder.
- (i) "Site" is defined as the Licensee, described below, of this Agreement and the Institutes identified in Appendix C, which are under the legal control of the Licensee and have been authorized by Licensee to use the Programs licensed hereunder. Should Licensee operate more than one (1) site in different locations other than satellite branch(es) or those listed in Appendix C, a "Site License" is required for each physical location.
- (j) "Software" means the actual copy of all or any portion of ESRI's proprietary GIS software technology, computer software code, components, dynamic link libraries (DLLs), and programs delivered on any media, including, but not limited to, alpha, beta, prerelease, restricted version(s), or final commercial release provided in source, object, or executable code format(s), inclusive of backups, updates, or merged copies permitted hereunder or subsequently supplied under this Agreement.

**Article 3.1** is superseded in its entirety to read:

**3.1 Grant of License**—ESRI grants Licensee a personal, nonexclusive, nontransferable license to copy and use the Programs for Licensee's own internal use for research and instruction by faculty and registered students and administrative staff including for managing Licensee's physical plant facilities.

ESRI is a trademark of ESRI, registered in the United States and certain other countries; registration is pending in the European Community.

- (a) Use of the licensed Programs for Commercial Use, profit, or private gain is an express violation of the terms expressed herein entitling ESRI to all remedies available in equity or law, as well as payment in full for standard Program license fees; and
- (b) Access and use of any secure ESRI Web site resources made available to Licensee for Licensee's internal use only, provided that Licensee follows ESRI's terms of use policy specified therein, is permitted. All password or controlled access information provided by ESRI shall be treated as ESRI confidential information.

**ARTICLE 4—SCOPE OF USE** is modified to add the following additional terms:

**4.1.1** Licensee agrees to use its best efforts to protect all Programs from loss and theft. Licensee agrees to report all losses in writing to ESRI within five (5) working days after discovering that any components are missing. Licensee agrees to replace all lost or stolen items at the then-current rates. Recurring loss or theft of Programs shall constitute a breach of this Agreement, and ESRI may, at its discretion, terminate this Agreement and exclude Licensee from further participation in the Institute of Higher Education Site License program.

**4.1.2** This Agreement supersedes any current ESRI Software License Agreements signed between these parties for the Programs available under this Agreement. All such currently existing Programs are hereby incorporated into this Agreement, and the technical support fee is included in the Initial and Annual Site License Fees.

**ARTICLE 5—MAINTENANCE** is superseded in its entirety with the following:

**5.1 Support Services**—Software support services are included and will be provided in accordance with the ESRI technical support program, provided Licensee remains current on its payment of the Annual Fee. Licensee's GIS Specialists will be the only individuals authorized to contact ESRI for technical support. These representatives will serve as the primary contact with ESRI for Software updates under this Agreement.

**5.2 Upgrades and Support**—During the general commercial release, ESRI will deliver to the Licensee one (1) upgrade package for each of the Programs included in the site license.

**ARTICLE 6—TERM AND TERMINATION** is superseded in its entirety to read:

**6.1 Term**—The term of this Agreement is one (1) year. Thereafter, the Agreement will automatically renew upon payment of the Annual Fee unless this Agreement is terminated earlier pursuant to the terms set forth in Article 6.2 below.

**6.2 Termination**—This Agreement and any license granted hereunder may be terminated by ESRI if Licensee fails to comply with any of the terms and conditions herein or Licensee fails to make any payment(s) due as described herein. The license granted with regard to each licensed Program shall remain in force until Licensee discontinues the use of that licensed Program.

In the event of termination the parties agree to negotiate the terms and conditions for ongoing use of the Programs licensed under this Agreement.

II. The following additional terms shall apply to the Agreement:

## **ARTICLE 11—PURCHASE ORDER TRANSACTIONS**

### **11.1 Initial Deliverables**

**11.1.1** Upon full execution of this Agreement and receipt of the purchase order for Initial Fee, one (1) copy of the initial deliverables defined herein shall be delivered to each of the nine (9) institutions identified in Appendix C. Licensee may reduce the list of initial deliverables. However, there shall be no credit or refund given.

**11.1.2** Initial deliverables shall consist of one (1) copy of media and documentation for each of the ESRI Software Programs identified in Appendix A and ten (10) hardware keys. Licensee shall generate keycodes to implement the UNIX-based

Software and the ArcInfo™, ArcEditor™, and concurrent use ArcView® for Windows NT Software licenses using ESRI's Web-based keycode generation system.

**11.1.3** Notwithstanding the existing ESRI Programs in Licensee's inventory, Licensee shall issue a purchase order for the Initial Fee and Annual Fee, and for all additional Programs ordered hereunder. ESRI will invoice against each purchase order upon shipment or upon issuance of the keycode(s) as appropriate. Licensee agrees to pay all ESRI invoices promptly.

**11.2 Future Purchase Order Transactions**—Following receipt of Initial Deliverables, when additional hardware keys, Software media packages, or other Programs are required, Licensee may add these to this Site by paying any applicable fees. Additional copies of hard-copy Documentation may also be acquired.

**11.3 Additional Installation Service**—As requested by Licensee, ESRI agrees to provide professional services for installing, moving, reinstalling, and/or training in use of said Software within new or relocated sites for costs not to exceed standard ESRI labor rates, travel, and per diem.

**11.4 Changes by Supplement**—New Programs, services, or reduced prices may be added by supplements to the attachments by formal notice provided by ESRI. Licensee acknowledgment is not required to activate the supplement.

## **ARTICLE 12—LICENSEE'S RESPONSIBILITY**

In consideration of the grant of the discount on standard license and technical support fees, Licensee agrees to do the following:

- (a) Provide a single point of primary contact between Licensee and ESRI. This individual will coordinate internal orders from Licensee and distribute the Programs within the Licensee's site.
- (b) Appoint eighteen (18) technically responsive GIS Specialists whose qualifications are acceptable to ESRI for support of all on-campus GIS Software.
- (c) Where appropriate, encourage the use of GIS to all departments within Licensee's site.
- (d) Make best efforts to maintain a high level of expertise in the use of the Software among students and staff by offering courses, encouraging attendance at the annual ESRI User Conference, and making use of educational courses offered by ESRI, as appropriate.

This Agreement constitutes the sole and entire agreement of the parties as to the subject matter set forth herein and supersedes any previous agreements, understandings, and arrangements between the parties relating to such subject matter. Any modification(s) or amendment(s) to this Agreement must be in writing and signed by an authorized representative of each party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and effective as of the last date written below.

COMMONWEALTH OF KENTUCKY  
(Licensee)

By: \_\_\_\_\_  
Authorized Signature

Printed Name: Gordon Davies

Title: President

Date: \_\_\_\_\_

**Licensee Contact Information**

Contact: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

City, State, Postal Code: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Country: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

ESRI Contract Number: 2001MSL1905

Appendix A—Initial Deliverables and Fees

Appendix B—Registered Client Information Profile

Appendix C—Institutes Covered Under This Agreement

ESRI License Terms and Conditions Version E200 9/00B

ESRI Exhibit 1 Version E300 1/01

ENVIRONMENTAL SYSTEMS  
RESEARCH INSTITUTE, INC.  
(ESRI)

By: \_\_\_\_\_  
Authorized Signature

Printed Name: Laura Dangermond

Title: Vice President

Date: \_\_\_\_\_

## APPENDIX A

### Initial Deliverables and Fees

- ArcGIS™ Installation Package
- ArcView® GIS for UNIX
- ArcView GIS for Windows
- ArcView GIS 3 for Macintosh
- ArcPress™ for ArcView for UNIX
- ArcPress for ArcView for Windows
- ArcView 3D Analyst™ Extension for UNIX
- ArcView 3D Analyst Extension for Windows
- ArcView Image Analysis for Windows
- ArcView Network Analyst Extension for UNIX
- ArcView Network Analyst Extension for Windows
- ArcView Spatial Analyst Extension for UNIX
- ArcView Spatial Analyst Extension for Windows
- NetEngine™
- PC ARC/INFO®
- ArcIMS®
- MapObjects®
- ArcLogistics™ Route
- ArcPad™
- BusinessMAP® PRO
- HigherEd Data Package
- ArcGIS StreetMap™

#### Notes:

- **Only the Software, Data, and Documentation listed above will be available under the Master Site License Agreement.**
- ESRI Installation Services will be invoiced at ESRI's standard installation rates.
- Maplex Software license terms and fees are not included.
- The ArcGIS Installation Package includes the following Software:
  - ArcInfo™; ArcInfo Workstation (ArcNetwork™, ArcTIN™, ArcCOGO™, ArcGrid™, ArcScan™, ArcStorm™); ArcEditor™; ArcView 8.x (single and concurrent); extensions (single and concurrent) consisting of ArcGIS Spatial Analyst, ArcGIS 3D Analyst, and ArcGIS Geostatistical Analyst; ArcGIS Network Analyst (when available); ArcPress for ArcGIS; and ArcSDE™
- The HigherEd Data Package includes the following data sets: ArcUSA™ 1:2M, ArcWorld™ 1:3M, ArcScene™ World Tour, Digital Chart of the World, and ArcView StreetMap 1.1.
- The following are also included as part of this Agreement:
  - Eighteen (18) complimentary ESRI User Conference passes.
  - A four hundred (400)-seat Virtual Campus Training Subscription, provided that the renewal fees have been paid and the contract is current. An ESRI Virtual Campus Training Subscription gives access to all asynchronous, auto-attended Virtual Campus courses authored by ESRI.
  - ESRI Map Book.

#### Fees:

Initial Fee	\$60,000.00
Annual Fee—Year 2	\$98,500.00
Annual Fee—Year 3	\$112,000.00
Annual Fee—Year 4 and Beyond	\$125,000.00

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ArcView, PC ARC/INFO, ArcIMS, MapObjects, and BusinessMAP are trademarks of ESRI, registered in the United States and certain other countries; registration is pending in the European Community. ArcGIS, ArcPress, 3D Analyst, NetEngine, ArcLogistics, ArcPad, StreetMap, ArcInfo, ArcNetwork, ArcTIN, ArcCOGO, ArcGrid, ArcScan, ArcStorm, ArcEditor, ArcSDE, ArcUSA, ArcWorld, and ArcScene are trademarks of ESRI.

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**APPENDIX B**  
**Registered Client Information Profile**

**Primary Contact:** Commonwealth of Kentucky

**Name:** Jim Applegate

Council on Post Secondary Education

Telephone: 502-573-1555

Fax No.: 502-573-1535

E-mail: jim.applegate@mail.state.ky.us

Mailing Address: 1024 Capital Center Drive

Frankfort, KY 40601

**Secondary Contact Name:** Susan Carson Lambert

Kentucky OGI

Telephone: 502-573-1450

Fax No.: 502-573-1711

E-mail: susan.lambert@mail.state.ky.us

Mailing Address: 21 Millcreek Park

Frankfort, KY 40601

**EASTERN KENTUCKY UNIVERSITY**

**1) GIS Specialist:** \_\_\_\_\_

Dept.: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax No.: \_\_\_\_\_

**2) GIS Specialist:** \_\_\_\_\_

Dept.: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax No.: \_\_\_\_\_

**KENTUCKY COMMUNITY COLLEGES AND  
 TECHNICAL SCHOOLS**

**1) GIS Specialist:** \_\_\_\_\_

Dept.: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax No.: \_\_\_\_\_

**2) GIS Specialist:** \_\_\_\_\_

Dept.: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax No.: \_\_\_\_\_

**KENTUCKY STATE UNIVERSITY**

**1) GIS Specialist:** \_\_\_\_\_

Dept.: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax No.: \_\_\_\_\_

**2) GIS Specialist:** \_\_\_\_\_

Dept.: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax No.: \_\_\_\_\_

**MOREHEAD STATE UNIVERSITY**

**1) GIS Specialist:** \_\_\_\_\_  
Dept.: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Fax No.: \_\_\_\_\_

**2) GIS Specialist:** \_\_\_\_\_  
Dept.: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Fax No.: \_\_\_\_\_

**MURRAY STATE UNIVERSITY**

**1) GIS Specialist:** \_\_\_\_\_  
Dept.: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Fax No.: \_\_\_\_\_

**2) GIS Specialist:** \_\_\_\_\_  
Dept.: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Fax No.: \_\_\_\_\_

**NORTHERN KENTUCKY UNIVERSITY**

**1) GIS Specialist:** \_\_\_\_\_  
Dept.: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Fax No.: \_\_\_\_\_

**2) GIS Specialist:** \_\_\_\_\_  
Dept.: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Fax No.: \_\_\_\_\_

**UNIVERSITY OF KENTUCKY**

**1) GIS Specialist:** \_\_\_\_\_  
Dept.: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Fax No.: \_\_\_\_\_

**2) GIS Specialist:** \_\_\_\_\_  
Dept.: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Fax No.: \_\_\_\_\_



**UNIVERSITY OF LOUISVILLE**

**1) GIS Specialist:** \_\_\_\_\_

Dept.: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Fax No.: \_\_\_\_\_

**2) GIS Specialist:** \_\_\_\_\_

Dept.: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Fax No.: \_\_\_\_\_

**WESTERN KENTUCKY UNIVERSITY**

**1) GIS Specialist:** \_\_\_\_\_

Dept.: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Fax No.: \_\_\_\_\_

**2) GIS Specialist:** \_\_\_\_\_

Dept.: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Fax No.: \_\_\_\_\_

**Client's Contract Administrator's Name and Address:**

**Contracts:** \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax No.: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**APPENDIX C**  
**Institutes Covered Under This Agreement**

**Eastern Kentucky University**

Dr. Bruce E. Davis  
Chair, Department of Geography  
201 Roark Building  
521 Lancaster Avenue  
Richmond, KY 40475-4102  
bruce.davis@eku.edu

**University of Louisville**

Robert Forbes  
Department of Geography and Geosciences  
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University of Louisville  
Louisville, KY 40292  
rwforb01@homer.louisville.edu

**Kentucky Community & Technical College System  
(KCTCS)**

Rick Chlopan  
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rick.chlopan@kctcs.net

**Western Kentucky University**

Dr. Stuart A. Foster  
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Bowling Green, KY 42101-3576  
stuart.foster@wku.edu

**Kentucky State University**

Mr. Gary Wathen  
Instructional Technology Coordinator  
400 East Main Street  
Frankfort, KY 40601  
gwathen@gwmail.kysu.edu

**Morehead State University**

Scott Wymer  
Institute for Regional Analysis and Public Policy  
UPO 1220  
Lloyd Cassidy 102D  
Morehead, KY 40351-1689  
s.wymer@morehead-st.edu

**Murray State University**

Michael Busby  
The Mid-America Remote sensing Center (MARC)  
Murray State University  
206 Lowry Center  
Murray, KY 42071-0009  
michael.busby@murraystate.edu

**Northern Kentucky University**

Bert Brown  
Associate Director of Information Technology  
Nunn Drive  
Highland Heights, KY 41099  
brown@nku.edu

**University of Kentucky**

Mr. Kelly Vickery  
Electronic Resources Group  
Room 2-1 Young Library  
University of Kentucky  
Lexington, KY 40506-0456  
kmvick0@pop.uky.edu